

AFFIDAVIT OF DELIVERY
OF NOTICE OF INTENT TO SELL

I, Ernest K. Anderson, make this affidavit on April 29, 2013:

1. My name is Ernest K. Anderson. I reside at 183 Newtown Road, Acton, Massachusetts.

2. I am the owner of a 20.68± acre parcel of land being a portion of the land shown on the Acton Assessor's Map D-3, Parcel 10.

3. On this date I personally delivered to the Acton Planning Board a Notice of Intent To Sell for Other Use the land identified in said Notice of Intent to Sell.

Signed under the penalties of perjury this 29th day of April 2013.



Ernest K. Anderson

WITNESS:



Name:

RECEIVED

APR 29 2013

Town of Acton
Planning Department



FRANCIS A. DI LUNA
781.897-4981 DIRECT TELEPHONE
FDILUNA@MURTHALAW.COM

April 29, 2013

BY HAND

Acton Planning Board
Town of Acton
472 Main Street
Acton, MA 01720

Re: *Statutory Notice of Intent to Sell For Other Use
Approximately 20.68± Acres of Land, Acton, MA*

Dear Members of the Planning Board:

Enclosed please find with this Statutory Notice of Intent to Sell a Notice of Intent to Sell for Other Use, a certified copy of the Purchase and Sale Agreement for the property and a Certification by Ernest K. Anderson, Jr. Pursuant to the provisions of Mass. G.L. c. 61, §8 (Effective: August 28, 2013) the above identified land, taxed pursuant to the provisions of Mass. G.L. c. 61 is intended to be sold to Bluefin Development, LLC, Gregory B. Johnson and converted to residential use. According to said section, you are required to receive this Notice of Intent.

Appended hereto please find a Statement of Intent to Sell, including a Statement Of Proposed Use of the Land, location and acreage as drawn as scaled by the Acton Assessor's Office. Also enclosed please find a certified copy of the executed Purchase and Sale Agreement specifying the purchase price and all terms and conditions of the proposed sale.

There are no additional agreements or additional consideration for any contiguous land under the same ownership not classified pursuant to the provision of Mass. G.L. c. 61.

For a period of 120 days after the hand delivery of this Notice, the Town of Acton shall have a first refusal option to meet the bona fide offer to purchase the above described land or after public hearing assign the right to a non-profit conservation organization or to the Commonwealth or any of its political subdivisions provided in said Chapter. During the 120 day period the Town or its assignee enjoys the right, at

Murtha Cullina LLP | Attorneys at Law

BOSTON HARTFORD MADISON NEW HAVEN STAMFORD WOBURN

600 Unicorn Park Drive | Woburn, MA 01801 | Phone 781.933.5505 | Fax 781.933.1530 | www.murthalaw.com

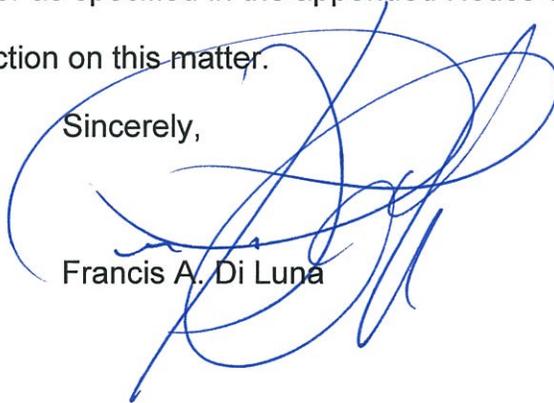
reasonable times and upon reasonable notice to enter upon the land for purposes of surveying or inspecting the land.

If the Town elects not to exercise the option, and not to assign its right to exercise the option, the Town shall send written Notice of Non-Exercise, signed by the Board of Selectmen, to the landowner as specified in the appended Notice of Intent.

I thank you for your prompt action on this matter.

Sincerely,

Francis A. Di Luna



FAD/mjf
Enclosure

cc: Ernest K. Anderson, Jr.

Notice Also Sent To:
Acton Board of Selectmen
Acton Board of Assessors
Acton Conservation Commission
State Forester

Notice of Intent To Sell For Other Use

Pursuant to the provisions of Mass. G.L. c. 61, §8 Ernest K. Anderson, Jr. makes the Notice of Intent to Sell For Other Use:

Statement of Intent to Sell:

Ernest K. Anderson, Jr., the owner of the hereto below identified land by and through its Attorney give the Town of Acton this Notice of Intent of his intention to sell the hereto below identified property.

Statement of Proposed use of the Land:

The proposed use of the land is for a residential development.

Location and Acreage of Land

20.68± acres of raw land a portion (See Plan, Zoning Map and Field Card attached hereto) shown on Acton Assessor's Map D-3, as Parcel 10, Acton, Massachusetts.

Name, Address and Telephone Number of Landowner

Owner:

Ernest K. Anderson
183 Newtown Road
Acton, MA 01720
Tel: (978) 337-9191 (Cell)
Tel: (978) 3263-4050 (Home)
E-mail: ernanderson@verizon.net

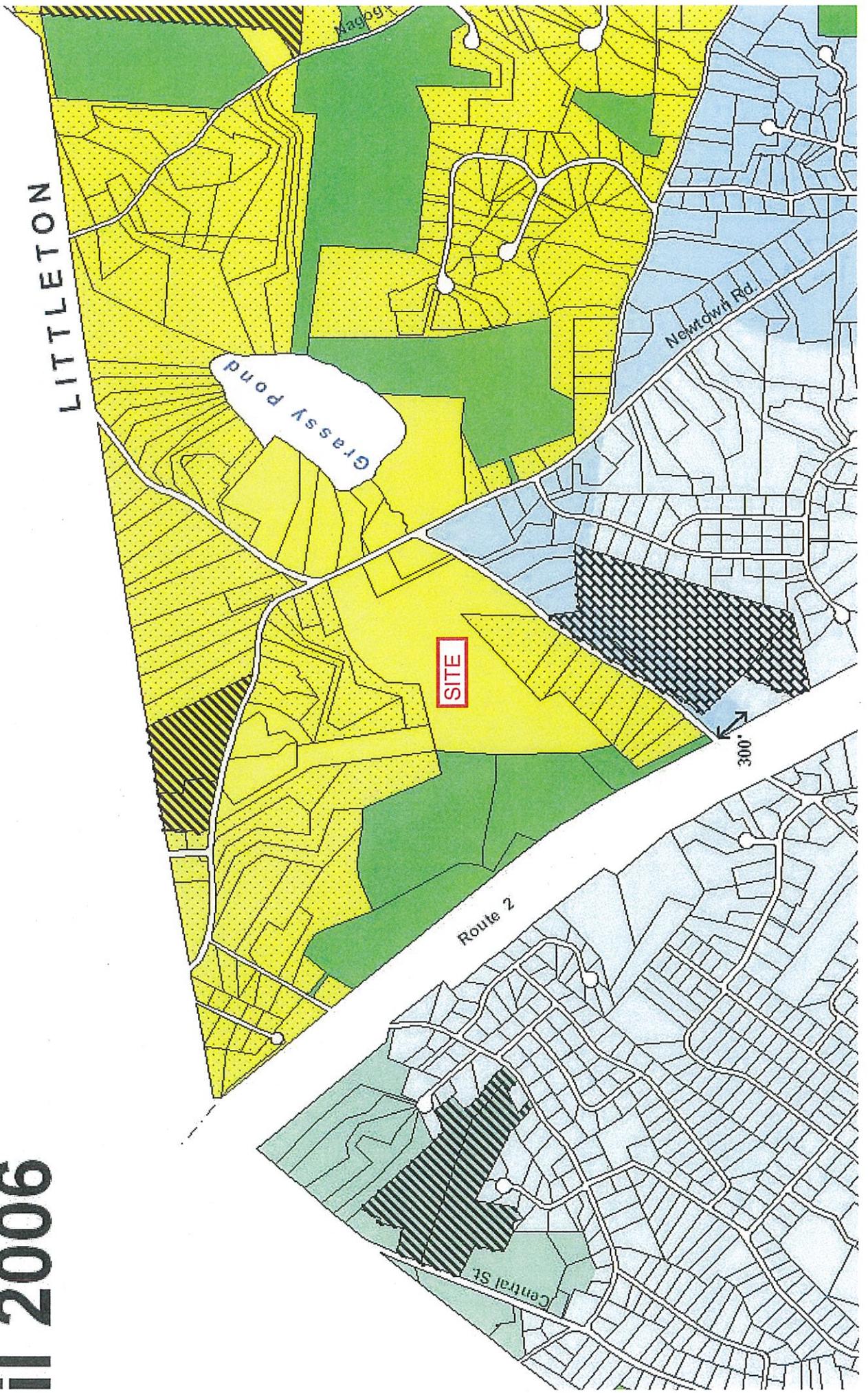
Attorney:

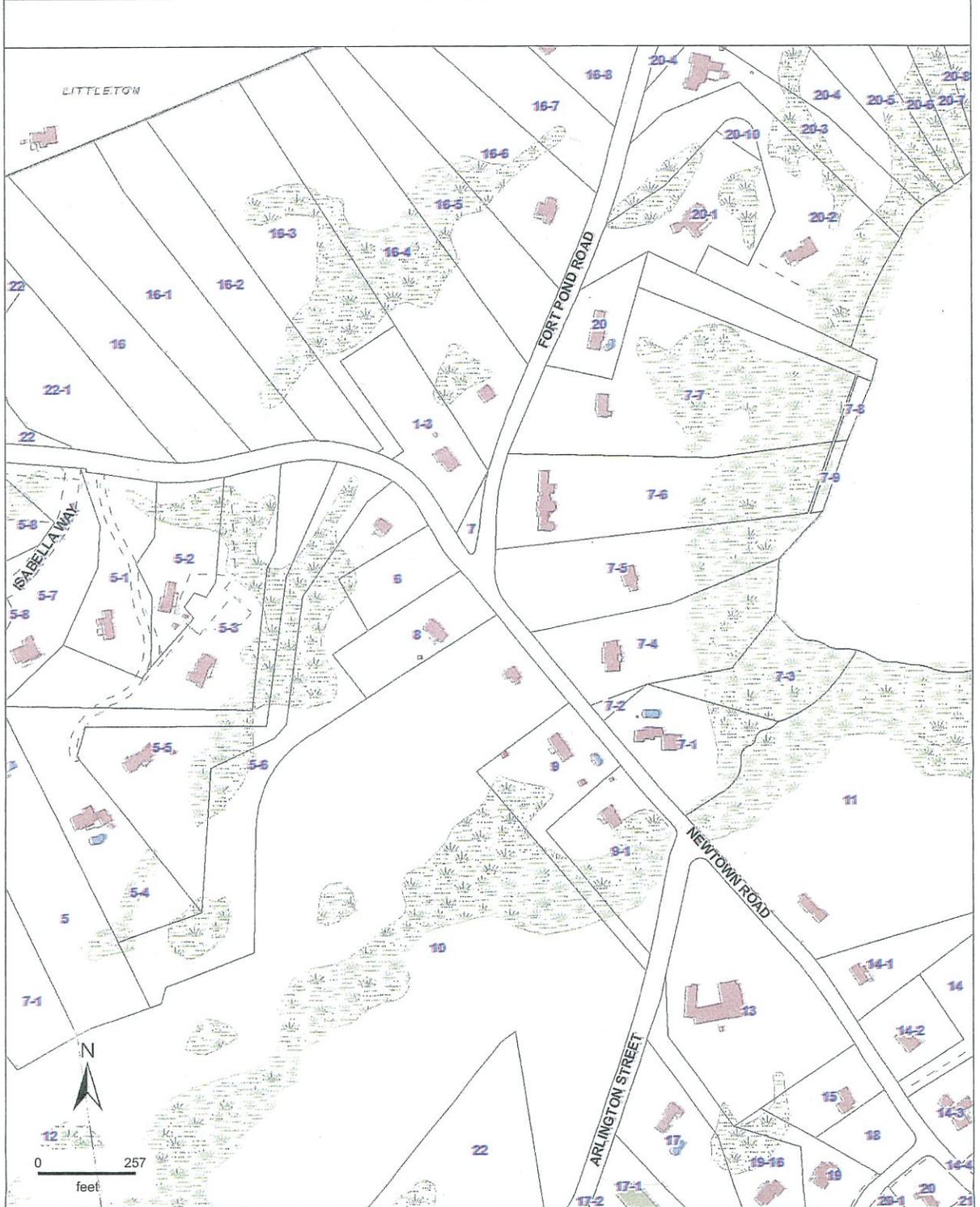
Francis A. Di Luna, Esquire
Murtha Cullina LLP
600 Unicorn Park Drive
Woburn, Massachusetts 01801
Telephone: (781) 897-4891
E-mail: fdiluna@murthalaw.com

A certified copy of the good faith, bona fide Purchase and Sale Agreement, containing all conditions of the sale is attached hereto.

ended through

il 2006



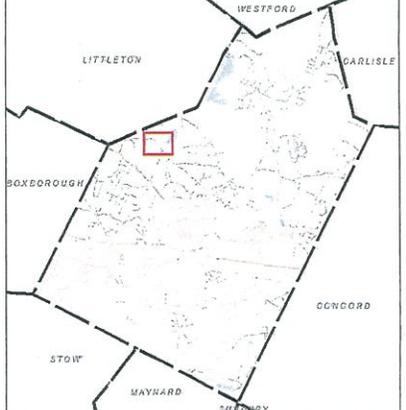


Property Information
 Property ID
 Location



MAP FOR REFERENCE ONLY
 NOT A LEGAL DOCUMENT

This data set/map is for planning purposes only and should not be used for larger scale analysis. The Town of Acton shall not be held liable for any use of the data or images shown on this map, nor is any warranty of accuracy expressed. All uses of this data set/map are subject to field verification.



CURRENT OWNER		TOPO.	UTILITIES	STRT./ROAD	LOCATION	CURRENT ASSESSMENT	
ANDERSON GENEVIEVE L	1 Level	2 Public Water	1 Paved	2 Suburban	Description	Code	Assessed Value
180 NEWTOWN ROAD	6 Septic				RESIDENTIAL	1010	110,700
ACTON, MA 01720					RES LAND	1010	288,600
Additional Owners:					61 LAND	6010	195,700
		SUPPLEMENTAL DATA					
		000D3 00010 00000					
		Other ID:					
		Occ Perm					
		Photo					
		BStat					
		P.Plan#		NONE			
		Prec					
		Sew Zone					
		GIS ID:					
		ASSOC PID#					
		Total:		595,000			

RECORD OF OWNERSHIP		BK-VOL/PAGE	SALE DATE	q/u	v/i	SALE PRICE	V.C.
ANDERSON GENEVIEVE L	13793/0582	09/20/1979				0	
		Total:		400,879			

EXEMPTIONS		Amount	Code	Description	Number	Amount	Comm. Int.
Year	Type	Description					
		Total:		396,259			

OTHER ASSESSMENTS		Yr.	Code	Assessed Value	Yr.	Code	Assessed Value
		2013	1010	110,700	2012	1010	109,200
		2013	1010	288,600	2012	1010	287,900
		2013	6010	1,579	2012	6010	2,459
		Total:		400,879		399,559	

APPRaised VALUE SUMMARY

Appraised Bldg. Value (Card) 0
 Appraised XF (B) Value (Bldg) 0
 Appraised OB (L) Value (Bldg) 0
 Appraised Land Value (Bldg) 0
 Special Land Value 195,700
 Total Appraised Parcel Value 595,000
 Valuation Method: C
 Adjustment: 0
Net Total Appraised Parcel Value 595,000

BUILDING PERMIT RECORD		Permit ID	Issue Date	Type	Description	Amount	Insp. Date	% Comp.	Date Comp.	Comments

LAND LINE VALUATION SECTION																		
B #	Use Code	Use Description	Zone	D	Frontage	Depth	Units	Unit Price	Factor	S.A.	Acre Disc	C.	Factor	Adj.	Notes-Adj	Special Pricing	Adj. Unit Price	Land Value
2	6010	C61 TEN YR	R-8				16.20 AC	10,000.00	1.25	6	1.0000	0.84	0.84	0.00	61	61:43	10,500.00	170,100
2	6010	C61 TEN YR	R-8				20.50 AC	10,000.00	1.25	6	1.0000	0.10	0.10	0.00	61	61:43	1,250.00	25,600
										Total Card Land Units:		36.70 AC		Parcel Total Land Area: 1,698,690 SF		Total Land Value:		195,700

COPY

**STANDARD FORM
PURCHASE AND SALE AGREEMENT**

This 29th day of April 2013.

1. PARTIES AND MAILING ADDRESSES

Ernest K. Anderson, Jr., 183 Newtown Road, Acton, Massachusetts hereinafter called the SELLER, agrees to SELL and Bluefin Development, LLC, having an address of 60 Thoreau Street, Concord, Massachusetts, hereinafter called the BUYER or PURCHASER, agrees to buy, upon the terms hereinafter set forth, the following described premises:

2. DESCRIPTION

A certain parcel of land known as Lots 1, 2, 3, 4 and 5, Acton, Massachusetts containing 20.68± acres of land more fully described in Book 13793, Page 582.

3. BUILDINGS, STRUCTURES, IMPROVEMENTS, FIXTURES

N/A.

4. TITLE DEED

Said premises are to be conveyed by a good and sufficient quitclaim deed running to the BUYER, or to the nominee designated by the BUYER by written notice to the SELLER at least seven (7) days before the deed is to be delivered as herein provided, and said deed shall convey a good and clear record and marketable title thereto, free from encumbrances, except

- (a) Provisions of existing building and zoning laws;
- (b) Existing rights and obligations in party walls which are not the subject of written agreement;
- (c) Such taxes for the then current year as are not due and payable on the date of the delivery of such deed;
- (d) Any liens for municipal betterments assessed after the date of this Agreement;
- (e) Easements, restrictions and reservations of record, if any, so long as the same do not prohibit or materially interfere with the current use of said premises;
- (f) Forest Tax Lien (Mass. Gen. Laws, c. 61)
- (g) A Purchase and Sale Agreement to sell 20.68± acres of land to abutters

5. PLANS

If said deed refers to a plan necessary to be recorded therewith the SELLER shall deliver such plan with the deed in form adequate for recording or registration.

6. REGISTERED TITLE

In addition to the foregoing, if the title to said premises is registered, said deed shall be in form sufficient to entitle the BUYER to a Certificate of Title of said premises, and the SELLER shall deliver with said deed all instruments, if any, necessary to enable the BUYER to obtain such Certificate of Title.

7. PURCHASE PRICE

The agreed purchase price for said premises is One Million Three Hundred Twenty Thousand Dollars (\$1,320,000.00), of which

\$ 25,000.00	have been paid as a deposit this day and
\$	was paid with the Offer to Purchase
\$1,295,000.00	are to be paid at the time of delivery of the deed in cash, or
	by certified, cashier's, treasurer's or bank check(s).
\$1,320,000.00	TOTAL

8. TIME FOR PERFORMANCE; DELIVERY OF DEED

Such deed is to be delivered at 12:00 o'clock p.m. on the 28th day of August 2013, at the Middlesex Registry of Deeds or at the office of Buyer's lender's counsel, unless otherwise agreed upon in writing. It is agreed that time is of the essence of this Agreement.

9. POSSESSION AND CONDITION OF PREMISES

Full possession of said premises free of all tenants and occupants, except as herein provided, is to be delivered at the time of the delivery of the deed, said premises to be then (a) in the same condition as they now are. The BUYER shall be entitled personally to inspect said premises prior to the delivery of the deed in order to determine whether the condition thereof complies with the terms of this clause.

10. EXTENSION TO PERFECT TITLE OR MAKE PREMISES CONFORM

If the SELLER shall be unable to give title or to make conveyance, or to deliver possession of the premises, all as herein stipulated, or if at the time of the delivery of the deed the premises do not conform with the provisions hereof, then the SELLER shall use reasonable efforts to remove any defects in title, or to deliver

possession as provided herein, or to make the said premises conform to the provisions hereof, as the case may be, in which event the SELLER shall give written notice thereof to the BUYER at or before the time for performance hereunder, and thereupon the time for performance hereof shall be extended for a period of thirty (30) days. Any obligation of the SELLER to cure title or make the premises conform is limited to \$3,000.00.

11. FAILURE TO PERFECT TITLE OR MAKE PREMISES CONFORM

If at the expiration of the extended time the SELLER shall have failed so to remove any defects in title, deliver possession, or make the premises conform, as the case may be, all as herein agreed, or if at any time during the period of this Agreement or any extension thereof, the holder of a mortgage on said premises shall refuse to permit the insurance proceeds, if any, to be used for such purposes, then any payments made under this Agreement shall be forthwith refunded and all other obligations of the parties hereto shall cease and this Agreement shall be void without further recourse to the parties hereto.

12. BUYER'S ELECTION TO ACCEPT TITLE

The BUYER shall have the election, at either the original or any extended time for performance, to accept such title as the SELLER can deliver to the said premises in their then condition and to pay therefore the purchase price without deduction, in which case the SELLER shall convey such title, except that in the event of such conveyance in accord with the provisions of this clause, if the said premises shall have been damaged by fire or casualty insured against, then the SELLER shall, unless the SELLER has previously restored the premises to their former condition, either:

(a) pay over or assign the BUYER, on delivery of the deed, all amounts recovered or recoverable on account of such insurance, less any amounts reasonably expended by the SELLER for any partial restoration, or

(b) if a holder of a mortgage on said premises shall not permit the insurance proceeds or a part thereof to be used to restore the said premises to their former condition or to be so paid over or assigned, give to the BUYER a credit against the purchase price, on delivery of the deed, equal to said amounts so recovered or recoverable and retained by the holder of the said mortgage less any amounts reasonably expended by the SELLER for any partial restoration.

13. ACCEPTANCE OF DEED

The acceptance of a deed by the BUYER or his nominee as the case may be, shall be deemed to be a full performance and discharge of every agreement and obligation herein contained or expressed, except such as are, by the terms hereof, to be performed after the delivery of said deed.

14. USE OF MONEY TO CLEAR TITLE

To enable the SELLER to make conveyance as herein provided, the SELLER may, at the time of delivery of the deed, use the purchase money or any portion thereof to clear the title of any or all encumbrances or interests, provided that all instruments so procured are recorded simultaneously with the delivery of said deed.

15. INSURANCE

Until the delivery of the deed, the SELLER shall maintain insurance on said premises as follows:

Type of Insurance	Amount of Coverage
(a) Fire and Extended Coverage	*\$As presently insured.

16. ADJUSTMENTS

Taxes for the then current fiscal year, shall be apportioned and fuel value shall be adjusted, as of the day of performance of this Agreement and the net amount thereof shall be added to or deducted from, as the case may be, the purchase price payable by the BUYER at the time of delivery of the deed.

17. ADJUSTMENT OF UNASSESSED AND ABATED TAXES

If the amount of said taxes is not known at the time of the delivery of the deed, they shall be apportioned on the basis of the taxes assessed for the preceding fiscal year, with a reapportionment as soon as the new tax rate and valuation can be ascertained; and, if the taxes which are to be apportioned shall thereafter be reduced by abatement, the amount of such abatement, less the reasonable cost of obtaining the same, shall be apportioned between the parties, provided that neither party shall be obligated to institute or prosecute proceedings for an abatement unless herein otherwise agreed.

18. BROKER'S FEE

This Section Intentionally Deleted.

19. BROKER(S) WARRANTY

This Section Intentionally Deleted.

20. DEPOSIT

All deposits made hereunder shall be held in an interest bearing escrow account by Ernest K. Anderson, Jr., as escrow agent subject to the terms of this Agreement and shall be duly accounted for at the time for performance of this Agreement. Interest shall go to the Buyer at the time of closing. In the event of default, interest shall follow the deposit.

21. BUYER'S DEFAULT; DAMAGES

If the BUYER shall fail to fulfill the BUYER'S agreements herein, all deposits made hereunder by the BUYER shall be retained by the SELLER as liquidated damages and this shall be Seller's sole remedy both at law and in equity.

22. RELEASE BY HUSBAND OR WIFE

This Section Intentionally Deleted.

23. BROKER AS PARTY

This Section Intentionally Deleted.

24. LIABILITY OF TRUSTEE, SHAREHOLDER, BENEFICIARY, ETC.

If the SELLER or BUYER executes this Agreement in a representative or fiduciary capacity, only the principal or the estate represented shall be bound, and neither the SELLER or BUYER so executing, nor any shareholder or beneficiary of any trust, shall be personally liable for any obligation, express or implied, hereunder.

25. WARRANTIES AND REPRESENTATIONS

The BUYER acknowledges that the BUYER has not been influenced to enter into this transaction nor has he relied upon any warranties or representations not set forth or incorporated in this Agreement or previously made in writing, except for the following additional warranties and representations, if any, made by either the SELLER or the Broker(s):

26. MORTGAGE CONTINGENCY CLAUSE

This Section Intentionally Deleted.

27. CONSTRUCTION OF AGREEMENT

This instrument, executed in multiple counterparts, is to be construed as a Massachusetts contract, is to take effect as a sealed instrument, sets forth the entire

contract between the parties, is binding upon and enures to the benefit of the parties hereto and their respective heirs, devisees, executors, administrators, successors, and assigns, and may be cancelled, modified, or amended only by a written instrument executed by both the SELLER and the BUYER. If two or more persons are named herein as BUYER, their obligations hereunder shall be joint and several. The captions and marginal notes are used only as a matter of convenience and are not to be considered a part of this Agreement or to be used in determining the intent of the parties to it.

28. LEAD PAINT LAW

This Section Intentionally Deleted.

FOR RESIDENTIAL PROPERTY CONSTRUCTED PRIOR TO 1978, BUYER MUST ALSO HAVE SIGNED LEAD PAINT "PROPERTY TRANSFER NOTIFICATION CERTIFICATION".

29. SMOKE DETECTORS

This Section Intentionally Deleted.

30. ADDITIONAL PROVISIONS

The land shall not be used for commercial cell tower or other commercial communication purpose.

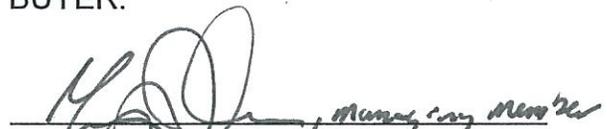
SELLER shall exercise due diligence in notifying the Town of Acton pursuant to M.G. L. Chapter 61, at Seller's own cost and expense. Seller shall have one day from April 29, 2013 to deliver the notice of intent to sell, unless the parties agree otherwise in writing.

NOTICE: This is a legal document that creates binding obligations. If not understood, consult an attorney.

SELLER:


ERNEST K. ANDERSON, JR.

BUYER:


GREGORY B. JOHNSON
BLUEFIN DEVELOPMENT, LLC

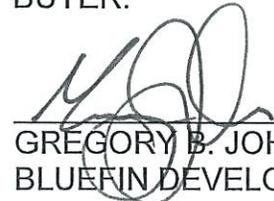
Certification as required by Mass. Gen. Law Chapter 61, §8

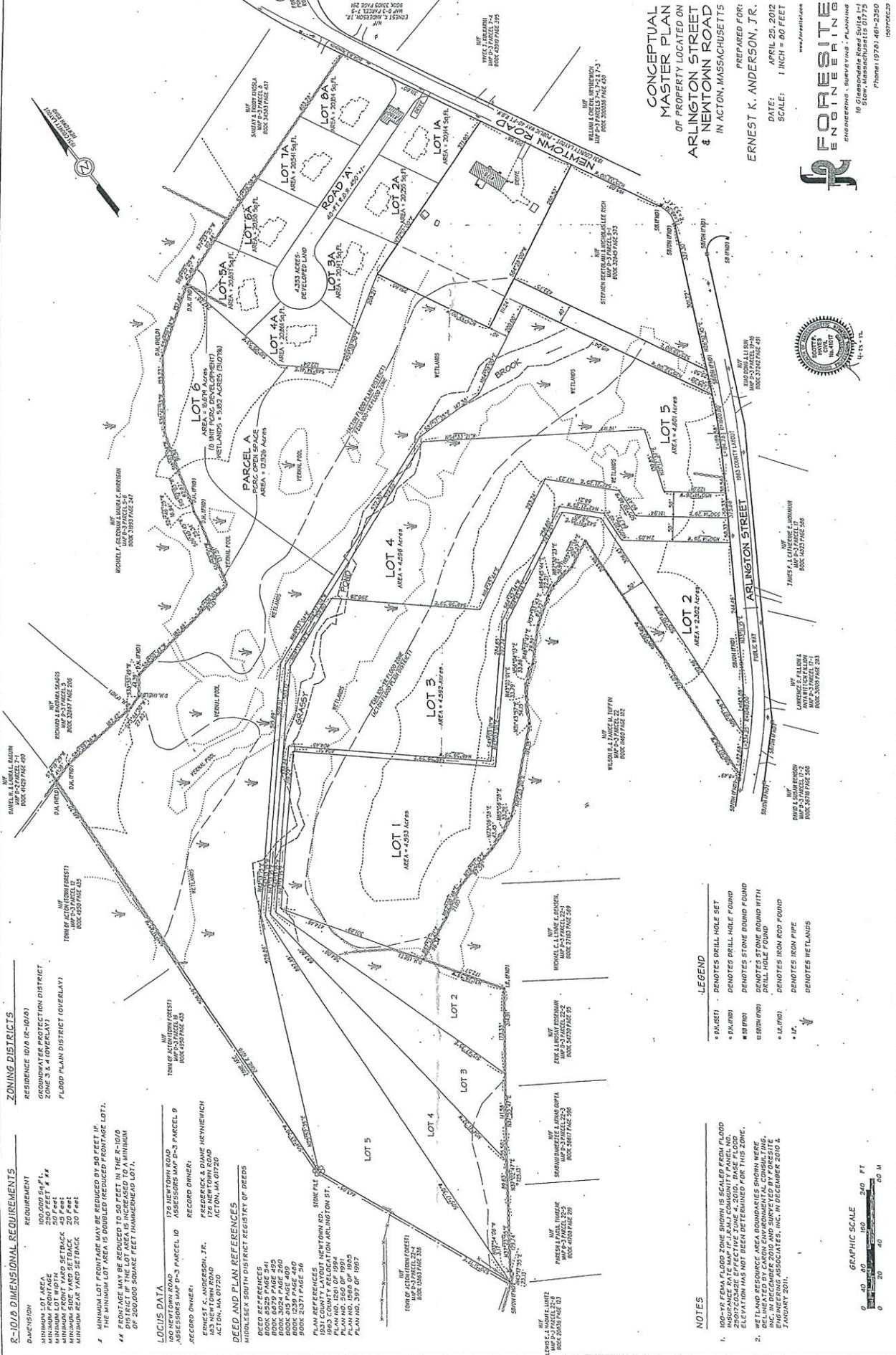
We, Ernest K. Anderson, Jr. and Gregory B. Johnson, individually certify that the attached Purchase and Sale Agreement is a true and accurate document by and between Ernest K. Anderson, Jr. and Bluefin Development, LLC.

SELLER:


ERNEST K. ANDERSON, JR.

BUYER:

 *Managing member*
GREGORY B. JOHNSON
BLUEFIN DEVELOPMENT, LLC



CONCEPTUAL MASTER PLAN
OF PROPERTY LOCATED ON
ARLINGTON STREET
& NEWTOWN ROAD
IN ACTON, MASSACHUSETTS

PREPARED FOR:
ERNEST K. ANDERSON, JR.
 DATE: APRIL 25, 2012
 SCALE: 1 INCH = 60 FEET



ZONING DISTRICTS
 RESIDENCE 10A (R-10A)
 FLOOD PLAIN DISTRICT (OVERLAY)
 FLOOD PLAIN DISTRICT (OVERLAY)

R-10A DIMENSIONAL REQUIREMENTS
 MINIMUM LOT AREA 5000 SQ. FT.
 MINIMUM LOT WIDTH 50 FEET
 MINIMUM LOT DEPTH 50 FEET
 MINIMUM FRONT YARD SETBACK 20 FEET
 MINIMUM REAR YARD SETBACK 20 FEET
 MINIMUM SIDE YARD SETBACK 5 FEET

LOCUS DATA
 178 NEWTOWN ROAD
 ACTON, MASSACHUSETTS 01720
 RECORD OWNER:
 ERNEST K. ANDERSON, JR.
 FREDERICK & DIANE MURKINWICH
 ACTON, MA 01720

DEED AND PLAN REFERENCES
 MIDDLESEX SOUTH DISTRICT REGISTER OF DEEDS
 DEED REFERENCES:
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- LEGEND**
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 - (PK) SET 84 DENOTES DRILL HOLE FOUND
 - (PK) SET 85 DENOTES DRILL HOLE FOUND
 - (PK) SET 86 DENOTES DRILL HOLE FOUND
 - (PK) SET 87 DENOTES DRILL HOLE FOUND
 - (PK) SET 88 DENOTES DRILL HOLE FOUND
 - (PK) SET 89 DENOTES DRILL HOLE FOUND
 - (PK) SET 90 DENOTES DRILL HOLE FOUND
 - (PK) SET 91 DENOTES DRILL HOLE FOUND
 - (PK) SET 92 DENOTES DRILL HOLE FOUND
 - (PK) SET 93 DENOTES DRILL HOLE FOUND
 - (PK) SET 94 DENOTES DRILL HOLE FOUND
 - (PK) SET 95 DENOTES DRILL HOLE FOUND
 - (PK) SET 96 DENOTES DRILL HOLE FOUND
 - (PK) SET 97 DENOTES DRILL HOLE FOUND
 - (PK) SET 98 DENOTES DRILL HOLE FOUND
 - (PK) SET 99 DENOTES DRILL HOLE FOUND
 - (PK) SET 100 DENOTES DRILL HOLE FOUND

NOTES

1. 100-YR FEMA FLOOD ZONE SHOWN IS SCALED FROM FLOOD INSURANCE RATE MAP (FIRM) PANEL NO. 25010A0100. ELEVATION HAS NOT BEEN DETERMINED FOR THIS ZONE.
2. WETLAND RESOURCE AREA BOUNDARIES SHOWN WERE DELINEATED BY CARON ENVIRONMENTAL CONSULTING, INC. IN DECEMBER 2010 & JANUARY 2011.

